



TUITION REFUND GUARANTEE AGREEMENT

Bloom Institute of Technology
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This Agreement outlines Bloom Institute of Technology's ("BloomTech") **Tuition Refund Guarantee (TRG)** offered in connection with payment of your BloomTech tuition. If you have financed your tuition, you remain responsible for all loan terms, policies and processing. TRG offerings are not available for Income Share Agreements (ISAs) or Retail Installment Contracts (RICs).

By signing, you acknowledge and agree that you have read, understand, and agree to the terms of the TRG and this Agreement, so please read it carefully.
Tuition Refund Guarantee

Subject to the terms and conditions outlined in this Agreement, BloomTech will refund any tuition payments to BloomTech and offer you a one-time payment of \$2,195.00 (or \$3,000.00 if you are a resident of California and paid a \$30,000.00 tuition), minus any applicable withholdings, if you are not offered or have a position or positions making the Qualifying Amount (defined below) within 365 days of graduating from your BloomTech program. The 365th day is known as the Termination Date.

ELIGIBILITY

To be eligible for the TRG you must:

1. Be a citizen of the United States, a permanent resident of the United States or a Deferred Action for Childhood Arrivals (DACA) recipient.
2. Pay the full amount of your BloomTech tuition pursuant to your prescribed due dates through cash payments, a loan offered by an approved lender, or an approved combination of the two. The TRG does not apply to income share agreement and retail installment contract payment options, including any down payments made on income share agreement payment options.
3. Receive a certificate of completion in a BloomTech program in full-stack web development, data science, or backend development. Please note that if you withdraw or are withdrawn and do not receive a certificate of completion from BloomTech you will not be eligible for the TRG.
4. Fully satisfy the Career Commitment set forth in the next section.
5. Not receive an offer(s) for or otherwise earn the Qualifying Amount. If you are earning the Qualifying Amount while or after enrolled at BloomTech, you will not qualify for the TRG.
6. If you financed your tuition, you are in full compliance with the terms of your loan.
7. Apply for the TRG within thirty (30) days of the Termination Date.

I UNDERSTAND THAT IF I FAIL TO ACHIEVE ANY ITEM ABOVE THAT I WILL NOT QUALIFY FOR THE TRG AND WILL NOT BE ELIGIBLE FOR REFUND OF MY TUITION OR CANCELLATION OF MY LOAN.

CAREER COMMITMENT

For 365 days following your graduation, you agree that you must do each of the following, pursuant to the instructions outlined in the Learner Guide or otherwise provided to you by BloomTech, in order to qualify for the TRG:

- (1) Each week, I will fully complete and submit applications to ten (10) positions related to my BloomTech education and conduct one (1) follow up on each application via email, LinkedIn, text message, or phone call to each of these employers.
- (2) I will make myself available for up to four (4) interviews each week.
- (3) Each week, I will contact, via email, LinkedIn, text message, or phone call, ten (10) individuals for professional networking. The contacted individuals must be employed or seeking employment in the fields of software development, data science, or other position(s) related to your BloomTech education. Each communication shall inquire into job opportunities or professional skills development.
- (4) I will report, in the manner required by BloomTech, all job (salaried, hourly, contractor, or otherwise) offers, interviews, and other positions within three (3) business days. This obligation includes reporting job offers and positions (i) for roles unrelated to your BloomTech education and (ii) regardless of amount.
- (5) At a minimum, I will post at least five (5) GitHub contributions per week to my public GitHub profile.
- (6) I will respond to any and all communications (email or inquiry) from the BloomTech outcomes team within three (3) business days with the information requested unless otherwise arranged and approved by BloomTech in writing.
- (7) As requested, I will meet with any member of BloomTech to discuss my job search. I may cancel no more than two (2) of these meetings unless otherwise arranged and approved by BloomTech in writing.
- (8) Each week, I will provide documentary proof of my job search activity as required by the job application platform provided by BloomTech or as otherwise reasonably requested by BloomTech.
- (9) I may still qualify for the TRG if I fail to fully meet the above requirements for a total of six (6) weeks. This means I must meet all requirements of the Career Commitment for forty-six (46) total weeks to remain eligible for the TRG. A failure to meet any one of the above requirements will count against the six (6) week limit.

If you are in a position making less than the Qualifying Amount (as defined below), you must still continue to follow the Career Commitment requirements for the entire 365 day period to qualify for the TRG. For example, if you are in a position making \$30,000 a year, you must continue to take each of the above steps to remain eligible for the TRG.

QUALIFYING AMOUNT

The Qualifying Amount is defined as follows:

- Any combination of salaried, hourly, contract, or other positions of any type where the total gross amount you are offered or actually earn for a consecutive three (3) month period

during your BloomTech program or after your graduation is greater than or equal to \$50,000 on an annualized basis, \$4,166 on a monthly basis (the "Qualifying Amount").

- For purposes of determining if you have obtained the Qualifying Amount, the following shall apply:
 - An offer for a non-contract position is assumed to be indefinite, i.e. >3 months.
 - A contract position is calculated based on the stated term of the contract, including any renewal periods. For example, a month to month contract is assumed to be indefinite, i.e. > 3 months.
 - The Qualifying Amount includes both offered and/or actual earnings.
 - The total gross amount for an offer is calculated beginning on the offer date, not the date the position begins. The total gross amount for amounts actually earned are calculated the month such amounts are earned by you.
 - The three (3) month period shall extend past the Termination Date if the offer occurs prior to the Termination Date.
 - Examples include but are not limited to:
 - If you are offered a salaried position paying \$3,000 per month and a contract position paying \$2,000 for three months, then you have met the Qualifying Amount and are not eligible for the TRG.
 - On the 360th day after graduation you are offered a job paying \$4,000 per month and a three-month contract position paying \$1,000 per month, you are not eligible for the TRG. This is the case even if you do not commence work until after the Termination Date.
 - If you are offered a job paying \$45,000 a year and have no other earnings, you may still be eligible for the TRG.
- For purposes of this agreement, "total gross amount" means all amounts you are offered, paid, or that you earn, including but not limited to salary, bonuses, tips, and other compensation. Total gross amount is your gross income offered, earned, or received in exchange for performing services, whether as an employee, independent contractor, paid intern, business owner or partner, before taxes or any other withholdings (including contributions to retirement plans and savings plans). For example, the US Internal Revenue Service for the 2019 reporting year defines income to include on an annual basis (a) the sum of Line 1 (Wages, salaries, tips, etc.) of IRS Form 1040, Line 1 of IRS Schedule C (Form 1040) (Gross receipts or sales) , as reported or required to be reported on U.S. federal income Tax returns. All of those are examples of "total gross amount."
- Total gross amount does not include (1) income earned by your children or spouse (if any), (2) any money you inherit, (3) any amounts paid to you under the Social Security disability insurance program (title II of the Social Security Act) or the Supplemental Security Income program (title XVI of the Social Security Act), or (4) any amounts paid to you under the Child Nutrition Act of 1966.
- The type of work that counts to the Qualifying Amount is work of any type, including positions that are not related to your BloomTech education.

SUBMITTING A TUITION REFUND REQUEST

If you believe you qualify for the TRG, you must submit your application no later than thirty (30) days from the Termination Date, pursuant to the instructions outlined in the Learner Guide. The request must be in the form required by BloomTech but at a minimum shall include:

- Your name
- Certificate of completion
- Documentary proof that you have satisfied all eligibility requirements, including proof that you have complied with the Career Commitment. It is your burden to prove you qualify for the TRG. BloomTech has no obligation to preserve any records related to your TRG qualification.
- If requested by BloomTech, pay stubs from all positions, regardless of the nature of the position you have held in the previous eighteen (18) months.
- If requested by BloomTech, your most recent tax return.
- A certification under penalty of perjury that you are eligible for the TRG.

Failure to submit all required information within the required thirty (30) day period following the Termination Date is grounds for denial of the TRG. It is your responsibility to provide all necessary documentation.

BloomTech reserves the right to request additional documentation necessary to assess your eligibility. You shall provide any required documentation within five (5) business days of request or your TRG may be denied.

PROCESS IF TRG IS DENIED

If BloomTech determines you have not met all eligibility requirements for the TRG, it will deny your request in writing. BloomTech will consider all requests in good faith, but is not required to provide any reasoning on its decision to you. Any denial is final.

PROCESS IF TRG IS GRANTED

If BloomTech determines you have met the eligibility requirements for the TRG, your tuition obligation to BloomTech shall be forgiven.

To the extent you paid for some or all of your tuition through a cash payment to BloomTech, BloomTech will refund this amount to you without interest.

If you pay your tuition using funds from a third party loan other than an approved lender you will still receive a refund on tuition amounts but will remain responsible for any interest, fees, and/or other obligations on such third party loan. BloomTech may elect to provide the refund directly to the third party loan provider.

To the extent you have financed your BloomTech education through a loan with an approved lender, your loan will be cancelled. No further payments shall be due on your loan. Any amounts paid to the lender by you attributable to tuition (including interest and fees) shall be refunded within one hundred twenty (120) days of loan cancellation.

Additionally, BloomTech will provide you a one-time payment of \$2,195.00 (\$3,000 if you are a resident of California and paid a \$30,000.00 tuition), minus any applicable withholdings, within

one hundred and twenty (120) days of loan cancellation. You are responsible for any and all taxes in connection with such payment.

Please note the following:

You are solely responsible for any tax consequences of the TRG. Please consult your tax advisor for any questions.

In addition, if you accept the TRG, the following shall occur:

- You will lose all access to BloomTech job search services.
- You will be removed from any tools, databases, communications systems, or other benefits provided to BloomTech alumni.
- You will have no future access to BloomTech curriculum or learning kits.

AUDIT RIGHT

For a period of two-years following the Termination Date, BloomTech reserves the right to audit any records you have provided related to the TRG. You must therefore retain all documents related to your TRG for three (3) years following your BloomTech graduation. You must also provide BloomTech any information requested to substantiate your eligibility for a TRG, including but not limited to your tax returns so that BloomTech can confirm you did not earn the Qualifying Amount.

If BloomTech determines that you provided any false information it may revoke the grant of your TRG and you will be responsible for your loan plus any accrued interest.

DISPUTE RESOLUTION

As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or relating to this agreement, your BloomTech tuition, or your payments to Bloom Tech (other than any proceeding commenced by either party seeking an injunction, a restraining order, or any other equitable remedy or a proceeding commenced by either party in small claims court), either party may demand that the dispute be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules available at www.adr.org. If AAA is completely unavailable, and if you and BloomTech cannot agree on a substitute, then either you or BloomTech may request that a court appoint a substitute. The rules in this arbitration agreement will be followed if there is disagreement between the agreement and the arbitration forum's procedures. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. This arbitration agreement is governed by the Federal Arbitration Act (FAA).

Any such arbitration must be conducted by one arbitrator. If the claim is for \$25,000 or less, you may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator or (2) through a non-personal appearance based telephone or virtual hearing.

NO CLASS ACTION

YOU AND BLOOMTECH MAY EACH BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. CLAIMS OF TWO OR MORE PERSONS MAY NOT

BE JOINED OR CONSOLIDATED IN THE SAME ARBITRATION UNLESS THEY ARISE FROM THE SAME TRANSACTION.

JURY TRIAL

You and BloomTech hereby waive your respective right to a trial by jury in any proceedings arising out of this agreement, your BloomTech tuition, or your payments to BloomTech.

VALID NOTICE

For a notice under this agreement to be valid, it must be in writing and delivered by email to financialservices@bloomtech.com (in the case of an email message from you to BloomTech) or to the most current email address in BloomTech's records (in the case of an email message from BloomTech to you). It will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed.

If a party sending an email notice under this agreement receives a machine-generated message that delivery has failed, for that notice to be valid the sender must deliver to the intended recipient a tangible copy of that notice with end-to-end tracking and all fees prepaid to the address stated at the top of this agreement (in the case of delivery by you to BloomTech) or to the most current address in BloomTech's records (in the case of notice from BloomTech to you).

BloomTech may change this notice address by providing notice to you.

CHANGING YOUR CONTACT INFORMATION

You must notify BloomTech no later than thirty (30) days after change in your primary residence, your phone number, email address, or any other contact information you previously provided to BloomTech.

GOVERNING LAW

Delaware law governs all adversarial proceedings arising out of this agreement and the TRG.

TRANSFERS

You may not transfer (1) any discretion granted under this agreement, (2) any right to satisfy a condition under this agreement, (3) any remedy under this agreement, or (4) any obligation imposed under this agreement. Any purported transfer in violation of the previous sentence will be void.

BloomTech may transfer all or part of its interest in this agreement with or without notice. All of your rights and obligations under this agreement, including terms and payments will remain unchanged in the event of a transfer by BloomTech.

BLOOMTECH'S LIABILITY IS LIMITED

The liability of BloomTech under this agreement is limited to the aggregate of tuition paid or owed to BloomTech under your enrollment agreement. Only the limitations legally applicable to you will apply to the maximum extent permitted by law.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and BloomTech regarding the TRG. Prior communications verbal or written shall be of no further effect or evidentiary value.

MODIFYING UNENFORCEABLE PROVISIONS

You acknowledge that if a dispute between the parties arises out of this agreement, your BloomTech tuition, or your payments to BloomTech, you would want the court to interpret this agreement as follows:

- with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written;
- by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

By checking this box, I certify that the information I have submitted here is true and correct, and understand that if it is false, that is a violation of this Agreement.

I understand that this is a legally binding contract. I have read, understood, and agreed to my rights and responsibilities.

Student Name	Signature of Student	Date
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BloomTech Name, Title	Signature of BloomTech	Date
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